

FORM NLRB 501
(7-18)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 01-CA-246818 Date Filed 8/20/2019

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Covanta Energy Corp.		b. Tel. No. 781.843.6209
		c. Cell No.
		d. Fax No.
d. Address (Street, city, state, and ZIP code) 257 Ivory St Braintree 02184		e. Employer Representative (b) (6), (b) (7)(C)
		f. e-mail
		g. Number of workers employed 7
i. Type of Establishment (factory, mine, wholesaler, etc.) Trash Transfer		Identify principal product or service trash
The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (2) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices): 1. Covanta, (b) (6), (b) (7)(C), called employee (b) (6), (b) (7)(C) on Monday (b) (6), (b) (7)(C) to question (b) (6), (b) (7)(C) on whether or not (b) (6), (b) (7)(C) was "Bringing in a Union" and (b) (6), (b) (7)(C) knew (b) (6), (b) (7)(C) met with a Union rep on Saturday. 2. Covanta, (b) (6), (b) (7)(C), terminated employee (b) (6), (b) (7)(C) on Thursday (b) (6), (b) (7)(C) who was actively engaged in organizing in retaliation for (b) (6), (b) (7)(C) engagement in concerted activity and to disrupt and discharge the employees efforts to org. uize. Teamsters Local 25 requests that the board provide injunctive relief under Section 10(j) of the Act.		
3. Full name of party filing charge (If labor organization, give full name, including local name and number) International Brotherhood of Teamsters Local Union 25		
4a. Address (Street and number, city, state, and ZIP code) 344 Main St. Boston Ma 02129		4b. Tel. No. 617.241.3989
		4c. Cell No.
		4d. Fax No. 617.242.4284
		4e. e-mail esmolinsky@teamsterslocal25.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filed in when charge is filed by a labor organization) International Brotherhood of Teamsters Local Union 25		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. Chris Sindulsky, Organizer (signature of representative or person making charge) (Print name and title in Office if any)		6a. Tel. No. 617.241.3989
		6b. Office, if any, Cell No.
		6c. Fax No. 617.242.4284
		6d. e-mail same
Address 344 Main St Boston Ma 02129 Date 8/14/19		

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SEC. 1001) ON 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

**IN THE MATTER OF
COVANTA ENERGY CORP.**

Case 01-CA-246818

Subject to the approval of the Acting Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Acting Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Acting Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them where Notices are traditionally posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. The Charged Party will also file a report with the Acting Regional Director allocating the payment(s) to the appropriate calendar year.

Employee Name	Backpay Amount	Interest	Frontpay	Total
(b) (6), (b) (7)(C)	\$12,957	\$138.00	\$6,905.00	\$20,000.00

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Acting Regional Director determines that it will promote the policies of the National Labor Relations Act, the Acting Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Acting Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Acting Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____

Initials

Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Acting Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Acting Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Acting Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Acting Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Acting Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Acting Regional Director that the Charging Party did not request review or that the General Counsel sustained the Acting Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party COVANTA ENERGY CORP.		Charging Party INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 25	
By:	Date	By:	Name and Title
	12/19/19		12/23/19
/s/ Scott Wich		/s/ Christopher Smolisky	
Scott Wich, Legal Representative		Christopher Smolinsky, Director of Organizing	
Recommended By:	Date	Approved By:	Date
/s/ Miriam Hasbun	12/23/19	/s/ Paul J. Murphy	12/26/19
MIRIAM HASBUN		PAUL J. MURPHY	
Attorney		Acting Regional Director, Region 1	



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 1
Thomas P. O'Neill Fed Bldg
10 Causeway St, Room 601
Boston, MA 02222-1001

Agency Website: www.nlrb.gov
Telephone: (617)565-6700
Fax: (617)565-6725

March 11, 2020

SCOTT M. WICH, ESQ.
CLIFTON BUDD & DEMARIA, LLP
THE EMPIRE STATE BUILDING
350 FIFTH AVENUE - STE 6110
NEW YORK, NY 10118

Re: COVANTA ENERGY CORPORATION
Case 01-CA-246818

Dear Mr. Wich:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

PAUL J. MURPHY
Acting Regional Director

cc: CHRISTOPHER SMOLINSKY
ORGANIZER
TEAMSTERS LOCAL UNION NO. 25
544 MAIN ST
BOSTON, MA 02129-1109

(b) (6), (b) (7)(C)
COVANTA ENERGY CORPORATION
257 IVORY STREET
BRAINTREE, MA 02184